

THOMAS. R WALSH (OREGON BAR NO. 181628)  
INTERNATIONAL MARITIME GROUP, PLLC  
800 FIFTH AVENUE; SUITE 4100 | SEATTLE, WA 98104  
(OFFICE) 503.806.1750 | (FAX) 206.707.8338  
EMAIL: [WALSH@MARITIME.LAW](mailto:WALSH@MARITIME.LAW)

KEVIN BEAUCHAMP SMITH, *PRO HAC VICE PENDING*  
ATTORNEY AT LAW  
2442 NW MARKET STREET, PMB #10  
SEATTLE, WA 98107-4137  
EMAIL: [KBEAUS@IX.NETCOM.COM](mailto:KBEAUS@IX.NETCOM.COM)

ATTORNEYS FOR PLAINTIFF

**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION**

BRUCE F. LOTHROP, an individual resident  
of Washington State

Plaintiff,

v.

MACGREGOR WALKER, an individual  
resident of Oregon State

Defendant.

Case No. : 3:20-cv-00260

**COMPLAINT FOR  
BREACH OF CONTRACT &  
UNJUST ENRICHMENT**

Plaintiff Bruce F. Lothrop brings this Complaint against Defendant MacGregor Walker (“Walker”) for breach of contract based on Walker’s failure to pay for a State of Alaska Bristol Bay Salmon fishing permit sold to him by Mr. Lothrop.

**PARTIES**

1. Bruce F. Lothrop is an individual resident of the State of Washington.

COMPLAINT FOR DAMAGES  
*BRUCE F. LATHROP V. MACCGREGOR WALKER*  
Case No: 3:20-cv-00260

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2. MacGregor Walker is an individual resident of the State of Oregon.

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction based on diversity under 28 U.S.C. § 1332 (a) as Plaintiff Lothrop, on one hand, and Defendant Walker on the other, are citizens of different states, and the amount in controversy exceeds \$75,000, excluding interest and costs. Venue is appropriate in this Court under 28 U.S.C. § 1391 (b) (1) as Defendant Walker is the lone defendant and resides within this Court’s Judicial District.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

4. Bruce Lothrop and Walker entered into an agreement wherein Mr. Lothrop sold and transferred his Alaska State Commercial Fisheries Entry Permit to fish for Salmon in Bristol Bay (“Fishing Permit”) to Mr. Walker.

5. Mr. Walker prepared a bill of sale for \$130,000 stating that the amount was “to be paid off on a payment plan”. [Please see Exhibit 1 “Bill of Sale” attached hereto].

6. Mr. Lothrop signed the bill of sale on June 1, 2017

7. The Fishing Permit was transferred to Mr. Walker through the State of Alaska Commercial Fisheries Entry Commission (“CFEC”) in a document stamped June 19, 2017 by the CFEC. [Exhibit 2 – “CFEC Transfer Document” attached hereto].

8. The CFEC transfer document for the Fishing Permit identifies the purchase price to be paid “in periodic payments over time”. [Exhibit 2, pg. 2].

9. Mr. Walker made one payment to Mr. Walker for the Fishing Permit in 2017.

10. No payments were made by Walker to Lothrop for the Salmon Permit in 2018 and 2019.

1           11.     A balance of \$120,000 is owed to Mr. Lothrop for the sale of his Fishing Permit  
2 to Walker.

3           12.     Walker has breached his agreement to pay Lothrop for the Fishing Permit sold and  
4 transferred to Walker.

5           13.     Lothrop has been damaged by Walker's breach in an amount to be proved at trial.

6                               SECOND CLAIM FOR RELIEF

7                               (Unjust Enrichment)

8           14.     Mr. Lothrop transferred his Fishing Permit to Walker with the expectation that  
9 Walker would pay for the valuable permit.

10          15.     On information and belief Plaintiff alleges that Walker fished under the rights  
11 conveyed by the Fishing Permit during the 2018 and 2019 Bristol Bay Salmon Seasons.

12          16.     On information and belief Plaintiff alleges that Walker's use of the Fishing Permit  
13 has generated income to Walker.

14          17.     Other than one initial payment, Walker has not made any further payments to  
15 Plaintiff.

16          18.     Walker has not responded to communications from Plaintiff seeking additional  
17 payments.

18          19.     By using the Fishing Permit without paying for it, Walker has been unjustly  
19 enriched by the income generated by his use of the Permit.

20          20.     By possessing the Fishing Permit without paying for it, Walker has been unjustly  
21 enriched by the fair market appreciation of the value of the permit over and above the \$130,000  
22 agreed purchase price.

21. Plaintiff is entitled to damages and/or injunctive relief against Walker as result of Walker's unjust enrichment as a result of Walker's using and possessing the Fishing Permit while not paying for it.

PRAYER

WHEREFORE, Plaintiff Bruce Lothrop respectfully requests the Court for the following relief:

1. An order awarding damages Plaintiff for Walker's breach of the Fishing Permit sale agreement.

2. An order of injunction against Walker's further use of the Fishing Permit absent payment to Plaintiff.

3. An order awarding Plaintiff its reasonable attorneys' fees and costs, and

4. For such other relief that the Court deems just, equitable and proper.

DATED this 14th day of February, 2020.

INTERNATIONAL MARITIME GROUP, PLLC

By: /s/ Thomas R. Walsh

THOMAS R. WALSH, (OREGON BAR NO. 181628)  
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PHONE: (503) 806-1750 | FAX: (206) 707-8338  
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